i.1.1.1.1

i.1.1.1.2

Bengaluru Solid waste Management limited

REQUEST FOR PROPOSAL

Procurement of truck mounted vacuum based mechanical sweeping machine of minimum capacity not less than 5 cum for sweeping of local streets in order to reduce the dust in BBMP (now GBA) limits.

.....

Deputy General Manager- 3
Bengaluru Solid Waste Management Limited (BSWML)
1st and 2nd floor, BSWML Building, Timmaiah Road,
Vasanth Nagar, Bengaluru -560 052

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BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-3, 1st Floor, BBMP Building, Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.

****

No. DGM-3/BSWML/Tend/13/25-26 Date: 15/10/2025

INVITATION FOR TENDER (IFT)
(Through GOK KPPP only)

The Deputy General Manager-3, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru **(Purchaser)** invites tender from eligible tenderers for the supply of goods mentioned in the table below. The tenderers may submit tenders for supply of goods through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria specified is as per the tender document. Other details can be seen in the tender documents.

SL No	Description	Estimate amount (Rs. In Lakhs)	Duration	EMD Amount in Rs.
1	Procurement of truck mounted vacuum based mechanical sweeping machine of minimum capacity not less than 5 cum for sweeping of local streets in order to reduce the dust in BBMP(now GBA) limits	2015.00	3 Months	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.19,15,000/- by e-Bank Guarantee/ Bank Guarantee /FDR issued by Nationalized/

				Scheduled Bank

Calendar of Events:

1. Last date to upload pre-bid queries: 28.10.2025 upto 17.30 Hrs. in KPP Portal.
2. Pre bid meeting: 29.10.2025 at 15.00 Hrs at the office of CE & CGM (Tech), BSWML, Thimmaiah Road, Vasanthnagar, Bangalore.
3. Last date for submission of the bids: 18.11.2025 upto 16.00 Hrs.
4. Date of opening of technical bid on: 19.11.2025 at 16.30 Hrs.

NOTE:

1. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPP portal for the latest information related to the tender, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.
2. Any corrigendum/addendum will be published in the KPP portal only.

Sd/-
Deputy General Manager-3
BSWML

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, GBA for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. CE (SWM)/Chief Engineer & Chief General Manager (Tech) BSWML, for kind information
5. Chief Operational Officer BSWML, for kind information.
6. Chief Financial officer BSWML for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy

Deputy General Manager-3
BSWML

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

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SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A. General

1.1 INTRODUCTION

The Bengaluru Solid Waste Management Limited proposes to Procurement of truck mounted vacuum based mechanical sweeping machine of minimum capacity not less than 5 cum for sweeping of local streets in order to reduce the dust in BBMP(now GBA) limits. The Tenders are invited from officially registered & eligible Bidders located in India having their own manufacturing unit or approved dealership for supply of Sweeping machines. Supply of materials includes free transportation and delivery and Commissioning to the designated locations in GBA jurisdiction.

1.2 Scope of Tender:

Supply of mechanical sweeping machines of not less than 5.00 m3 capacity with Vacuum based system.

1 Supply of 24 numbers of Sweeping machine, as per technical specification mentioned in this document.
2 Warranty of twelve Months for the mechanical sweeping machines as per the specification.
3 The specification given in the Schedule is minimum requirement, the manufacturer / suppliers / authorized dealers should design and supply for the above-mentioned scope of work along with technical specifications with good performance & durability, considering the feed input & outcome as important criteria.
4 The successful bidder shall be able to supply additional sweeping machines at the same quoted rate if desired by BSWML.

1.3 Minimum eligibility criteria for participation in the bids are:-

1) Tenderers should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders

2.0 Cost of Tender

1) The tenders shall be accompanied by Tender processing fee for the specified amount mentioned in the KPP portal. The supplier/manufacturer can pay the Tender processing fee in the KPP portal using any of the following payment modes.
   - Credit card
   - Direct debit
   - National Electronic Fund Transfer (NEFT)
   - Over the counter (OTC)

2) For details, registration and e-payment visit the Karnataka Public Procurement Portal Website https://kppp.karnataka.gov.in

B. The Tender Documents

3. Contents of Tender Documents

3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

(a) Instruction to Tenderers (ITT)
(b) General Conditions of Contract (GCC)
(c) Special Conditions of Contract (SCC)
(d) Schedule of Requirements
(e) Technical Specifications
(f) Tender Form and Price Schedules
(g) Earnest Money Deposit Form
(h) Contract Form
(i) Performance Security Form
(j) Performance Statement For
(k) Manufacturer's Authorization Form and
(l) Bank Guarantee for Advance Payment Form and
(m) Equipment and Quality Control Capability Statement Form
(n) Service Support Details Form

3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4 Clarification of Tender Documents

A prospective tenderer requiring any clarification of the tender documents may write a quires and upload in the KPP portal and also communicate the O/o office of the DGM-3, BSWML, #30/1, 1ST Floor, BSWML Building, Thimmaiah Road, Millers Tank Bund Area, Vasantha Nagar, Bengaluru-560051. The Purchaser will respond in KPP portal to any request for clarification of the tender documents which it receives no later than prior to the deadline for submission of Prebid queries prescribed by the Purchaser in IFT.

5.0 Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the BSWML may modify the tender documents by issuing addendum.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated through KPP portal and will be binding on them.

5.3 To give prospective Tenderer reasonable time in which to take an addendum into account in preparing their tenders, the BSWML at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

7.1 The tender prepared by the Tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted

(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents and

(d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the Mechanical Sweeping machines Equipment to be supplied, a brief description of the Sweeping machines, their country of origin, quantity and prices.

9. Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.

a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory or

b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(i) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination and

(iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees: (Inclusive of all applicable taxes, GST, freight charges, Insurance, RTO expenses etc)

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.

(The item or items for which Manufacturer's Authorization is required should be specified)

[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]

(b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc;

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(d) a confirmation that, if the tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for it’s successful operations; and

(e) a confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13.0 Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements. This earnest money deposit shall be in Indian Rupees and payment to be made as mentioned in KPP portal.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) At the tenderer’s option, be in the form as mentioned in the KPP portal;

(b) Be substantially in accordance with one of the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;

(c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) Be submitted in its original form; copies will not be accepted; and

(e) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The tender security may be forfeited:

(a) If a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:

(i) To sign the Contract in accordance with ITT Clause 30; or

(ii) To furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by BSWML, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the BSWML as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15.0 Format and signing of Tender

15.1 The Tenderer shall prepare the documents comprising in Clause 9 of these Instructions *to Tenderers*, and upload to the website through E-Portal only.

15.2 The Tender document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.

15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the BSWML, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

16.0 Sealing and Marking.

The tenderer shall submit the duly filled tender through KPP portal only.

17.0 **Deadline for submission of the Tenders**

17.1 Tenders uploaded must be received by the BSWML in KPP portal before the time and date as specified in portal.

17.2 The BSWML may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the BSWML and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

18.0 Late Tenders

Any Tender by the BSWML after the deadline prescribed in Clause 16 will not be accepted/opened.

19.0 Modification and Withdrawal of Tenders

19.1 -Deleted-

19.2 No Tender may be modified after the deadline for submission of Tenders.

19.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 11.1 above or as extended pursuant to Clause 11.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 12.

E. Tender opening and evaluation

20. Opening of tenders by the Purchaser

20.1 The Purchaser BSWML will open the tenders through KPP portal.

20.2 -Deleted-

20.3 The Tenderer names, tender modifications or withdrawals tender price, discounts and the presence or absence of requisite tender security or such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening, no earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the BSWML may consider appropriate will be announced by the BSWML at the opening. No Tender shall be rejected at Tender opening. Except for the late tender.

20.4 The BSWML shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21 Clarification of Tenders

21.1 To assist in the examination, evaluation, and comparison of Tenders, the BSWML may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

21.2 Any effort by the Tenderer to influence the BSWML in the BSWML's Tender evaluation, comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

22 Preliminary Examination.

22.1 the Purchaser will examine the tender to determine whether they are complete, whether any computational errors have been made whether required sureties have been furnished whether the documents have been properly signed and whether tenders are generally in order tenders from agents with out proper authorization from the manufacturer as per section XII shall be treated as non responsive.

22.1.1 Where the tender has quoted for more than one schedule if the tender security furnished in adequate for all the schedules. The purchaser shall take the price tender into account only to the extent the tender is secured. **For this purpose the extent to which the tender is secured shall be determined by the evaluating the requirement of tender security to be furnished for this schedule including in the tender (offer) in the serial order of the schedule of requirement of the tender document.**

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tender.

22.5 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.6 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23 Evaluation and comparison of Tenders

23.1 The BSWML will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

23.2 In The Purchaser's evaluation of a tender will exclude and not take into account: (a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 19.0.

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

(b) delivery schedule offered in the tender;

(c) deviations in payment schedule from that specified in the Special Conditions of Contract;

(d) the cost of components, mandatory spare parts and service;

(e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;

(f) the projected operating and maintenance costs during the life of the equipment; and

(g) the performance and productivity of the equipment offered.

23.4 If the tender of the successful tenderer is seriously unbalanced in relation to the BSWML estimate of the cost of the work to be performed under the contract, the BSWML may require the Tenderer to produce detailed price analyses and to demonstrate the internal consistency of those prices with schedule proposed. After evaluation of the price analyses, the BSWML may require that the amount of the performance security set forth be increased at the expense of the successful Tenderer to a level sufficient to protect the BSWML against financial loss in the event of default of the successful under the contract.

23.5 The Purchaser's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.6 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT and in the Technical Specifications:

(a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

(i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

(a) delivery schedule offered in the tender;

(ii) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond 06 months of stipulated delivery period will be treated as unresponsive.

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

(iii) The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved

in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of commercial Bank rate of interest plus 2% per annum.

(c) the cost of components, mandatory spare parts and service;

(iv) Appendix ..... to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial 01 year period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

(v) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial 01 year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

(vi) The Purchaser will estimate the cost of spare parts usage in the initial 01 year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

(d) Spare Parts and After Sales Service Facilities in India:

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

(f) Operating and Maintenance Costs:

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:

(i) fuel costs shall be based on ..... kms/hours of operation per year for .... years at a fuel price of Rs.....;

(ii) spare parts costs shall be based on ..... kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to ..... of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and

(iii) all future costs will be discounted to present value at a discount factor of .10 percent.

(g) Performance and Productivity of the Equipment:

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs..... will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR

(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

24. Contacting the Purchaser

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it’s request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

The successful bidder shall furnish performance securities at 5% on contract value in the form of bank guarantee having 1 year validity.

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(a) Defines for the purposes of this provision, the terms set forth as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Purchaser’s country” is the country named in SCC.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Government” means the Government of Karnataka State.

(k) “The Project Site”, where applicable, means the place or places named in SCC.

(l) “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

3.2 The Goods supplied under this Contract shall be new & unused.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A e-Bank guarantee /Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser or

(b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or

(c) Specified small savings instruments pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Manuals and Drawings

7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the

Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:
i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
(e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within 3 months of placement of order.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for operation of 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.[1]

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

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14.4 Upon receipt of such notice, the Supplier shall, within the period of ..... [2]days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within .... [3]days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment (GCC Clause 13)

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees

15.1 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) The method of shipping or packing;
(c) The place of delivery; and/or
(d) The Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies, operation and maintenance work.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under

the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any money due to the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.2 Suppliers shall be entirely responsible for all taxes, duties, vehicle registration, license fees, octroi, road permits, RTO expenses and comprehensive Insurance etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSE

Item No.	Topic
1.	Definitions (GCC Clause 1)
2.	Inspection and Tests (GCC Clause 5)
4.	Incidental Services (GCC Clause 10)
5.	Payment (GCC Clause 13)
6.	Notices (GCC Clause 20)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is The Deputy General Manager-3, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru

(b) The Supplier is Name of successful bidder

2. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the Purchaser:

Third party inspection is must, for which CE & CGM, BSWML will fix the agency and arrangements for inspection has to be done by the supplier.

3. Delivery and Documents (GCC Clause 9)

Project Site (place for supply, erect, install and commissioning of equipment’s of the schedule of requirements):

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

(i) Five Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

(ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

(iii) Five Copies of packing list identifying the contents of each package;

(iv) Insurance Certificate;

(v) Manufacturer's/Supplier's warranty certificate; which is minimum of 12 months from the date of commissioning (i.e date of supply and submission of all required documents)

(vi) Inspection Certificate issued by the nominated Third party inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

i. The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price.

ii. The supplier should supply the scheduled vehicle and give the training to the operators and get the certificate of delivery and training given and submit it to purchaser.

5. Payment (GCC Clause 15)

(i) ***On Final Acceptance:*** *Eighty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 3 above; and within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery*

(ii) ***After successful completion of O&M for one year:*** *the remaining twenty percent of the Contract Price shall be paid to the supplier within 30 days after the successful completion of O&M for one year.*
The certification of successful completion of O&M for one year shall be issued by the O&M agency and the department engineer not below the rank of Executive Engineer carrying out O&M, after which the remaining twenty percent of the Contract Price shall be paid to the supplier.

Note:
(i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and

Practice for Documentary Credit, of the International Chamber of Commerce;
(ii) The LC will be confirmed at Supplier's cost if requested specifically by the Supplier;
(iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

SECTION V: SCHEDULE OF REQUIREMENTS

SPECIFIC INSTRUCTIONS :-

1. The Sweeping machine shall be built to withstand the strength and vibration of the roads as well as those at landfill site(dumping location). The tenderers are requested to see landfill site in order to ensure the conditions under which the vehicles are expected to operate.

2. All moving parts shall be provided with adequate means of lubrication by providing nipples etc.

3. All reciprocating parts shall be suitably guarded.

4. The equipment shall be capable of being operated under average conditions for 8 hrs. continuously with no drop of efficiency or any ill effects on its component.

5. The Sweeping machine will meet the requirement of Motor vehicle Act 1989 (Amended till date) with the latest norms, if any OR It should be having valid approval from Transport department in INDIA.

6. The tenderer will have to give the demonstration of the Sweeping machine offered whenever called for by the department.

7. The equipment shall have a warranty for a minimum period of one year.

8. The tenderer shall fill in all the Annexures and sign the same, if the tenderers fails to do so the tender will be rejected.

9. It will be the responsibility of the tenderer to deliver the vehicle after the completion of the fabrication of the Sweeping machine equipment to designated location in Bengaluru. The charges applicable for the same including Octroi if any shall be included in the tender.

10. The prices for the equipment shall be inclusive of all taxes & duties namely, GST, Custom duty, Excise duty, Octroi duty, Comprehensive insurance, vehicle registration, RTO Expenses, Incidental & other expenses, extra fitment etc. This shall be kept firm during the validity period or even in the extended validity period. No claim or any ground shall be entertained later on.

11. The successful tenderer will take out the necessary insurance etc. for risk against fire, theft etc. The successful tenderer will have to sign an indemnity bond on the stamp paper in this regard.

12. The delivery schedule of the vehicles shall be clearly stated in the tender.

13. The delivery of the Sweeping machines will have to be given at BSWML/City Corporation offices.

14. The rate quoted by the tenderer shall be as per the schedule of quantities attached. There will be no change in these rates under any circumstances.

15. The schedule of quantities should be completely filled as per the quantity for which tenderer has quoted for. If there are any corrections overwriting etc. in this annexure then the tender will be rejected.

16. The telephone Nos. and names of the responsible persons shall be clearly stated in the tender. The tenderer shall have proper communication system at their offices and residences of the concerned personnel so that in difficulty, they can be contacted.

17. In case of any dispute, the decision of Managing Director, BSWML shall be taken as final and bindings.

18. The Tender copy shall be submitted along with the tender submittal duly signed on each page as a token of acceptance of the terms and conditions. The filling of the Annexures are compulsory.

19. As per prevailing rules, TDS will be deducted at source towards Income Tax from all the bills submitted to the department. The TDS certificates shall be given by appropriate authority of BSWML.

20. The tenderer must fill up the tender in the format given. If it is filled up in any other format, the same will be rejected.

21. The tenderer must state names and address of all the partners including E-mail address of the firm in the space provided for in the tender document. Any tenderer failing to do so will render himself liable to have his tender deposit forfeited.

Sl. No	Item Description	Minimum requirement
1	2	3
1.	Type	Truck Mounted Mechanical sweeper with 6 cylinders engine and with a minimum of 110kW Output, centre broom and two side brooms
2.	Minimum sweeping width (Center broom, two side broom)	2400 mm
3.	Dust collection container effective Volume (means, container shall have the capacity of collecting dust alone. The space required for the filters may considered separately)	Not Less than 5 cum
4.	Dust Control	By water sprinkling Nozzles.
5.	Dust collector container material	Stainless steel.
6.	Water tank capacity	Tank with minimum 1800 ltr capacity and have life time warranty.
7.	Material to be used in manufacturing of water tank	Stainless steel of minimum 3 mm thick sheet.
8.	Speed a) Sweeping speed b) Travel speed	 Minimum 10 km/Hr Minimum 50 Km/Hr
9.	Minimum Engine Rating	Industrial Engine of minimum 110kW Output
10.	Cab	Clear vision and Power steering

11.	Debris Pickup system	The Machine should have the provision mechanically pickup heavy debris preferably through a belt conveyor system along with suction turbine.
12.	Central Brooms	Prefab, disposable, polypropylene/nylon brush must be of minimum 1200 mm Length and control from the cabin.
13.	Side broom length in mm	Prefab, disposable, polypropylene/nylon broom must be on both side of the sweeper with minimum 600 mm diameter and control from the cabin.
14.	Dumping Height	Front or rear dumping minimum 1100 mm.
15.	Filtration Mechanism	The machine should have system to meet statutory PM10 pollution control norms with Combination of Cartridge filter +Inertial separator + Cyclone separator
16.	Suction hose length	5.0 m
17.	Water spray location	Front bar and sides.
18.	Gross Vehicle Weight	Minimum 14000 kg
20.	Vehicle emission compliance	BS VI or Latest
21.	Type of steering	Power operated
22.	GPS tracker device	Yes, as suggested by the BSWML
23.	Dust level sensors	Yes, must be installed the dust level sensors in the container and it shall be able to show the volume of the dust collected in the container; the details must be accessible to the command center set up by the BSWML.
24.	Water level sensors	Yes, must be installed the water level sensors in the water tank and must be

		able to show quantity of the water in the tank, the details must be accessible to the command center set up by the BSWML.
25.	Water spray gun	Must be attached to the water tank with minimum 15 m hose length.
26.	Accessories	Front and Rear-view cameras to record the Sweeping Activities.

SECTION VII: QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

A. Qualification of the Tenderer:

The bidders should meet the following minimum technical qualification requirements.

1. The equipment manufacturer should be an ISO certified Company with manufacturing plant/full pledged service centre with complete workshop facilities.

   The Bidder should have the following minimum qualification criteria:-

   a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' up to at least 19 no's (80% of the quantity) required in any one of the last 3 years to any Government departments / Local bodies in India and these should be working satisfactorily. Details should be furnished along with performance letter & PO copy. The bidder has to certify that he will be able to demonstrate such min quantity of Sweeping machines. BSWML will inspect these machines to verify the claim of the bidders. The equipment offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been released on or after 2024-25 and be in satisfactory operation for 06 months as on date of tender opening.

   b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:

(i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and

(ii) The tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 8 Nos (30% of the quantity) of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least 06 months on the date of tender opening.

2. Purchaser reserves the right to see the demonstration of the offered equipment and verify above facts.
3. Bidder shall also furnish necessary certificate from Original Equipment Manufacturer certifying that they shall provide new & unused machine in the event, they are successful bidder.
4. Further the Original Equipment Supplier shall also certify the Date of Manufacturing along with Copy of Certified 'Bill of Lading' & 'Country of Origin' Certificate at the time of supply of Machine.
5. The Manufacturer should certify that they will supply spares and render services for the offered machines, for a minimum period of 10 years from the date of supply.
6. The manufacturer of the Machines should certify that the machine meets all minimum technical parameters as specified in the Tender.
7. Bidders should have sound financial background. The Bidders should have a turnover of minimum Rs. 40.30 Crores, any two years out of last three Financial Years. Turn over Certificate from chartered accountant along with Copies of Balance sheets in support of above requirements should be furnished with the bid.
8. The Manufacturers or the bidders have not been banned / blacklisted by any ULB/Government 'or' Semi-Government Department 'or' PSU during last three years and does not have Blacklisting History. If the bidders or manufacturers have been banned then this fact must be clearly stated. However, if this declaration is not furnished the bid shall be rejected.
9. Before the delivery of the vehicle a Pre Delivery Inspection (PDI) shall be conducted by authorized person/department as entrusted by BSWML.

B. Other Details:

1. Any reputed individual / Company registered with KPWD/ in any other Government Department are eligible to apply.
2. The price bid of technically qualified bidders only will be opened.
3. Joint Venture / Consortium is not allowed.
4. A complete set of Tendering documents may be purchased online; upon payment of a non-refundable fee as set out in Clause No.6. Mode of

payment for the purchase of Tendering documents shall be by e-Payment for an amount which is mentioned as the “Tender Processing Fees”.

5. Tenders must be filled and submitted online, within date and time as per KPP portal.
6. All Tender submissions shall be accompanied by receipt of the paid Earnest Money Deposit (E.M.D.) as per KPP portal. The hard copy of bank guarantee for EMD shall be submitted to the office of the DGM-3, BSWML before the date and time of opening of bids as per KPP portal.
7. BSWML reserves right to accept any Tender and to annul the Tendering process and/or reject all the Tenders at any time prior to award of the contract without hereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

SECTION VIII: TENDER FORM

Date :.....

IFT No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies:

Having examined the Tender Documents including Addenda Nos..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Goods and Services)* in conformity with the said tender documents for the sum of ..... *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to ..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this ..... day of ..... 20 .....

_____ _____

(signature) *(in the capacity of)*

Duly authorized to sign Tender for and on behalf of

_____

(vii)

(viii)

SECTION IX: BANK GUARANTEE FORM

Whereas .....[1] (hereinafter called “the Tenderer”) has submitted its tender dated ..... (date of submission of tender) for the supply of ..... (name and/or description of the goods) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called “the Bank”), are bound unto ..... (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20___.

THE CONDITIONS of this obligation are:

1. If the Tenderer

(a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or

(b) does not accept the correction of errors in accordance with the ITT; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

SECTION X: CONTRACT FORM

THIS AGREEMENT made the .....day of..... 2025 between ..... *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter called "the Purchaser") of the one part and..... *(Name of Supplier)* of..... *(City and Country of Supplier)* (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... *(Brief Description of Goods and Services) and* has accepted a tender by the Supplier for the supply of those goods and services in the sum of..... *(Contract Price in Words and Figures)* (Hereinafter called “the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods i.e SWEEPING MACHINE EQUIPMENT	Quantity to be supplied	Unit price	Total Price	Delivery terms

	Supply of truck mounted vaccum based mechanical sweeping machines of not less than 5.00 m3 capacity to the designated location having specification Truck Mounted Mechanical Sweeper with 6 cylinders engine and with a minimum of 110kW output, Minimum sweeping width of 2400 mm combining centre broom and two side brooms, not less than 5 cum of Dust collection container, Dust Control by water sprinkling nozzles, stainless steel tank with minimum 1800 ltr Water tank capacity stainless steel of minimum 3 mm thick sheet and have lifetime warranty, minimum 10 km/hr Sweeping speed, minimum 50 km/hr of travel speed, industrial engine of minimum 110kW output of Minimum Engine Rating, the Debris Pickup system of the machine should have the provision to mechanically pickup heavy debris preferably through a belt conveyor system along with suction turbine, Central broom shall be prefab, disposable, polypropylene/nylon brush must be of minimum 1200 mm length and controlled from the cabin, Side broom shall be prefab, disposable, polypropylene/nylon broom must be on both side of the sweeper with minimum 600 mm diameter and controlled from the cabin, front or rear dumping minimum 1100 mm of dumping height,Filtration Mechanism of the machine should have system to meet statutory PM10 pollution control norms with combination of cartridge filter + inertial separator + cyclone separator, suction hose length of 5.0 m, having water spray from front bar and sides, minimum 14000 kg of GVW, BS VI or latest Vehicle emission compliance, power operated steering, attached with GPS tracker device,	24			

	Fitted with dust level sensors in the container and it shall be able to show the volume of the dust collected in the container, the details must be accessible to the command centre set up by the authority, fitted with the water level sensors in the water tank and must be able to show quantity of the water in the tank, the details must be accessible to the command centre set up by the authority, water spray gun must be attached to the water tank with minimum 15 m hose length, front and rear view cameras to record the sweeping activities. including the cost of transporation, road tax, insurance, applicable taxes etc as per directions of the Engineer in charge of work.				

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS ..... (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 2025 to supply..... .....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....2025

Signature and Seal of Guarantors

.....

.....

.....

Date.....2015

Address:.....

.....

SECTION XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last three years

IFT No……. Date of Opening :
Name of the Firm:
……

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7

Signature and Seal of the
Tenderer:----------

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 9.2 (a) of Instructions to Tenderers)

No. _____ dated _____

To

Deputy General Manager-3, BSWML

1st and 2nd floor, BBMP Building, Thimmaiah Road,

Vasanth Nagar, Bengaluru -560 052

_____

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____ *(name and description of goods offered)* having factories at _____ (*address of factory)* do state that:

(a) M/s _____ *(Name and address of Agent)* is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT; **OR**

(b) M/s ----------(Name and address of the Authorized Dealer) is our accredited/authorized Dealer

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which tenders are invited.

SECTION XIV

ACCEPTANCE IMPLEMENTATION SCHEDULE

To Date:

Deputy General Manager-3, BSWML

1st and 2nd floor, BBMP Building, Thimmaiah Road,

Vasanth Nagar, Bengaluru -560 052

Sir,

We M/s……(Name of the bidder) here in after Called "the Contractor" have furnished the bid for supply on free of cost of transportation and delivery of sweeping machines to destination of the eight zonal office in the BSWML Jurisdiction and do here by agree to supply the materials within stipulated period mentioned in the tender document. Failing which, the Office of the Deputy General Manager-3, BSWML, 1st and 2nd floor, BBMP Building, Vasanth Nagar, Bengaluru -560 052 will have discretion to either reject or cancel the contract agreement by forfeiting E.M.D. paid by me.

Yours faithfully,

Signature of manufacturer/Approved Dealer

Seal:

Pace:

Date:

SECTION XV

UNDERTAKING

To Date:

Deputy General Manager-3, BSWML

1st and 2nd floor, BBMP Building, Thimmaiah Road,

Vasanth Nagar, Bengaluru -560 052

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document while performing the contractual obligations relating to supply on free of cost of transportation and delivery of sweeping machines to destination of the eight zonal office in the BSWML Jurisdiction with in stipulated time.

Yours faithfully,

Signature of manufacturer/Approved Dealer

Seal:

Pace:

Date:

SECTION XVI

DETAILS OF ORAGANISATION OF MANUFACTURERS / APPROVED DEALERS TO BE SUBMITTED

1	Name of the Company or firm individual	
2	Address and Telephone Number	
3	Year of starting the organization & registration number (photo copy of registration certificate to been closed	
4	Address of the manufacturer / approved dealer	
5	Status of manufacturer / approved dealer	Own /Partnership
6	a) VAT. No. PAN No. of Income Tax Dept.(Photocopy of I. T. returns for the last three years to be enclosed)	
7	Audit reports for the last 3 years (certified copy of Charted Account' report in P&L account to be enclosed)	
8	Particulars of VAT returns for the last 3 years (Photo copy of returns to be enclosed)	
9	Experience of Manufacturer / Approved dealer relating to supply of Sweeping machine	
10	Particulars of E.M.D. submitted As per E-Proc	
11	Remarks	

Signature of
manufacturer/Approved Dealer

Seal: